

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-4345-7129		PAGE 1 OF 39	
2. CONTRACT NO. W912DW-05-P-0097		3. AWARD/EFFECTIVE DATE 27-Jan-2005		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-05-Q-0023	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME VINCENT E DANIELS				b. TELEPHONE NUMBER (No Collect Calls) 206-764-3572	
9. ISSUED BY CODE W912DW USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329 TEL: 206-764-3772 FAX: 206-764-6817		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30	
				13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
				15. DELIVER TO RESOURCE MANAGEMENT SEC.(CJ) P.O. BOX 1120 BRIDGEPORT WA 98813-1120 CODE G3R0CR0		16. ADMINISTERED BY USA ENGINEER DISTRICT, SEATTLE VINCENT DANIELS PH:206-764-3572 FAX: 206-764-6817 VINCENT.E.DANIELS@US.ARMY.MIL SEATTLE WA CODE W912DW	
17a. CONTRACTOR/OFFEROR CODE 35EC8 COUNTRY GARDENS & GREENHOUSES, LLC STEVE P. GRAUE DBA TURF CARE LANDSCAPING & LAWN MAINTENA PO BOX 533 DOVER ID 83825-0533 TEL. 208-265-4545 FACILITY CODE 35EC8		18a. PAYMENT WILL BE MADE BY CODE W66KQZ US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$49,585.50	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED 20-Jan-2005 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMSSEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				Elaine M Ebert		31-Jan-2005	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ELAINE M EBERT / CONTRACTING OFFICER TEL: (206) 764-3638 EMAIL: elaine.m.ebert@usace.army.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 39

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

NOTES

Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>

At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

Period of performance is in strict accordance with the attached statement of work.

OPTIONAL YEARS IF AWARDED SHALL BE EXERCISED AT LEAST 60 DAYS BEFORE EXPIRATION OF THE BASE AWARD CONTINGENT UPON AVAILABILITY OF FUNDS.

Partial payments will be authorized IAW the schedule.

Verbal confirmation of award was given on 27 January 2004 to Steve Graue of Turfcare Landscaping & Lawn Maintenance by Vincent Daniels.

Contracting Officer Representative (COR) for this purchase order will be Laura Beauregard at (509)-686-2225.

Technical Point of Contact will be Mark Harris at (509)-686-3541.

CF:

Steve Graue, (graue@televar.com)

Ph: (208)-265-4545 Fax: (208)-265-4545

Mark Harris

Laura Beauregard

Nancy Cornehl

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$49,585.50	\$49,585.50 NTE

GROUNDS MAINTENANCE SVC (CJD)

FFP

0001. BASE YEAR (2005)

GROUNDS MAINTENANCE SVC (CJD) -NONPERSONAL SERVICES:

Provide all supervision, personnel, equipment, transportation, material, and other items and services necessary to perform grounds maintenance services at Chief Joseph Dam during the period 1 February 2005 thru 31 December 2005 in accordance with the attached Statement of Work, dated January 2, 2005

0001AA	Maintain Improved and Semi-Improved Grounds	11	MO	\$1999.50
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0001AB	Maintain Trees, Shrubs, Broadleaf Evergreens, Hedges, and Perennial Flowers	11	MO	\$1532.00
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0001AC	Police grounds of trash and litter.	11	MO	\$649.00
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0001AD	General Grounds Maintenance Service Hours (Emergency and special events must be accomplished as specified for each event)	300 HR	\$12.00
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0002. OPTION YEAR 1 (2006)

GROUNDS MAINTENANCE SVC (CJD) -NONPERSONAL SERVICES:

Provide all supervision, personnel, equipment, transportation, material, and other items and services necessary to perform grounds maintenance services at Chief Joseph Dam during the period 1 January 2006 thru 31 December 2006 in accordance with the attached Statement of Work, dated January 2, 2005

0002AA	Maintain Improved and Semi-Improved Grounds	12	MO	\$1833.00
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0002AB	Maintain Trees, Shrubs, Broadleaf Evergreens, Hedges, and Perennial Flowers	12	MO	\$1405.00
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0002AC	Police grounds of trash and litter.	12	MO	\$595.00
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0002AD	General Grounds Maintenance Service Hours (Emergency and special events must be accomplished as specified for each event)	300 HR	\$12.00
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0003. OPTION YEAR 2 (2007)

GROUNDS MAINTENANCE SVC (CJD) -NONPERSONAL SERVICES:

Provide all supervision, personnel, equipment, transportation, material, and other items and services necessary to perform grounds maintenance services at Chief Joseph Dam during the period 1 January 2007 thru 31 December 2007 in accordance with the attached Statement of Work, dated January 2, 2005

0003AA	Maintain Improved and Semi-Improved Grounds	12	MO	\$1833.00
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0003AB	Maintain Trees, Shrubs, Broadleaf Evergreens, Hedges, and Perennial Flowers	12 MO	\$1405.00
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0003AC	Police grounds of trash and litter.	12	MO	\$595.00
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0003AD	General Grounds Maintenance Service Hours (Emergency and special events must be accomplished as specified for each event)	300 HR	\$12.00
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0004. OPTION YEAR 3 (2008)

GROUNDS MAINTENANCE SVC (CJD) -NONPERSONAL SERVICES:

Provide all supervision, personnel, equipment, transportation, material, and other items and services necessary to perform grounds maintenance services at Chief Joseph Dam during the period 1 January 2008 thru 31 December 2008 in accordance with the attached Statement of Work, dated January 2, 2005.

0004AA	Maintain Improved and Semi-Improved Grounds	12	MO	\$1833.00
0004AB	Maintain Trees, Shrubs, Broadleaf Evergreens, Hedges, and Perennial Flowers	12	MO	\$1405.00
0004AC	Police grounds of trash and litter.	12	MO	\$595.00
0004AD	General Grounds Maintenance Service Hours (Emergency and special events must be accomplished as specified for each event)	300	HR	\$12.00

0005. OPTION YEAR 4 (2009)

GROUNDS MAINTENANCE SVC (CJD) -NONPERSONAL SERVICES:

Provide all supervision, personnel, equipment, transportation, material, and other items and services necessary to perform grounds maintenance services at Chief Joseph Dam during the period 1 January 2009 thru 31 December 2009 in accordance with the attached Statement of Work, dated January 2, 2005

0005AA	Maintain Improved and Semi-Improved Grounds	12	MO	\$1833.00
0005AB	Maintain Trees, Shrubs, Broadleaf Evergreens, Hedges, and Perennial Flowers	12	MO	\$1405.00
0005AC	Police grounds of trash and litter.	12	MO	\$595.00
0005AD	General Grounds Maintenance Service Hours (Emergency and special events must be accomplished as specified for each event)	300	HR	\$12.00

PURCHASE REQUEST NUMBER: W68MD9-4345-7129

	NET AMT	\$49,585.50
ACRN AA Funded Amount		\$49,585.50

FOB: Destination

ITEM(S) 0001 - STATEMENT OF WORK

2 January 2005

**STATEMENT OF WORK
FOR
GROUNDS MAINTENANCE SERVICES**

1.0. DESCRIPTION OF SERVICES. The Contractor shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that grounds maintenance is performed at Chief Joseph Dam in a manner that will maintain healthy grass, trees, shrubs, and plants. Facilities shall present a clean and well-kept appearance. Grounds maintenance services shall include, but are not limited to the following:

1.1. Because of the size of the Project, prospective bidders are highly encouraged to visit the site and acquaint themselves with the area and grounds which will receive services. Unique conditions exist for the Contractor and deserve attention in advance of bid preparation. Failure to understand these Specifications and know existing conditions shall not be grounds for additional monies. To attend an escorted site visit, contact Mark Harris (509) 686-3541

1.2. Within 15 calendar days following award the Contractor shall attend a pre-work conference at Chief Joseph Dam. These specifications and coordination processes will be discussed. The Contractor shall submit their planned work schedule and safety plan at this time.

2.0. MAINTAIN IMPROVED GROUNDS.

2.1. Grass Mowing: Grass shall be cut on approximately 2.0 acres of improved grounds as indicated on the drawings/maps in Appendix B. The start of the growing season is usually late April or early May. The Contract Inspector will direct when mowings are to commence, and then mowings will occur on a weekly basis throughout the growing season. The Contractor shall take precautions to prevent scalping, uneven mowing, rutting by equipment and damage to trees, shrubs, buildings, parked vehicles and equipment, and utility services. The contractor shall be responsible for replacing or repairing turf, trees, or shrubs damaged by mowing operations. The corrective action shall be accomplished within seven (7) calendar days of the damage. The Contractor shall maintain the growth of grass height on improved grounds between 2 to 4 inches depending upon the type of grass. The height is a guideline for a neat and professional appearance. Mowing shall be done using a multi-directional pattern overlapping each pass on all developed lawns except for the Labyrinth. Special care shall be taken here to ensure that grass clippings do not get blown into the ponds during mowing operations. Mowing shall not occur during times when grass is wet due to irrigation, dew, or rainfall. All improved grounds shall look well manicured at all times, and grass clippings shall be removed when visible after each mowing.

2.2. Maintain Irrigation Systems. The Contractor shall be responsible for management and operation of all water control devices (Controllers) and minor maintenance/repairs to irrigation systems sprinkler heads, drip line emitters, and bubblers ensuring that developed lawns, shrub and flower beds receive the proper amount of water to ensure healthy growth. Should a problem arise that requires more extensive work than is outlined above, the Contractor shall immediately notify the Contracting Officer's Representative.

2.3. Edging. Sidewalks, pathways, driveways, curbs, and other concrete or asphalt edges located in the improved grounds areas shall be edged concurrent with each mowing. Areas that require edging are

shown on the drawings/maps in Appendix B. Edging shall include removal of all vegetation from cracks in sidewalks, driveways, and curbs within the work area boundary.

2.4. Trimming. Grass and weeds shall be trimmed around trees, shrubs, buildings, fences, poles, posts, fire hydrants, parking lot bumper blocks, boulders, and other fixed obstacles. Trimming height shall match surrounding area grass heights. This task involves all improved grounds as shown on the drawings/maps in Appendix B. All areas shall be trimmed concurrent with mowing. Damage to trees and shrubs from trimming shall be repaired by the Contractor. If a plant should die or become unhealthy due to damage, the Contractor will be responsible for replacing the damaged plant with a plant of same size and type. Plant replacement shall occur within 15 days of noticed damage.

2.5. Removal of Debris (Litter & Refuse), and Policing Grounds. The Contractor shall perform general litter and refuse patrol in all areas identified on the drawings/maps in Appendix B. Responsibilities shall include, but not be limited to, the removal and disposal of all natural debris (Refuse) which shall include, but not be limited to, tree limbs, dry brush, weeds, etc., and man-made debris (Litter) which shall include, but not be limited to, pop cans, cigarette butts, boxes, broken glass, ashes, etc. Natural debris shall be transported and deposited at a project site designated by the Government. Man-made debris shall be transported and deposited in appropriate dumpsters designated by the Government. Plastic liners for trash cans and recycle containers must have a minimum .002 mil thickness.

The Contractor shall police all developed recreation areas as follows: During the periods of 1 January through 31 March and 1 November through 31 December the Contractor shall police all developed recreation areas 2 days per week on Mondays, and Thursdays. During the period 1 April through 31 October, the Contractor shall police all developed recreation areas 3 days per week on Mondays, Wednesdays, and Fridays. During the spring, summer, and fall months, fallen leaves, seedpods, and cones shall be removed weekly from all developed recreation areas where visitors frequent as indicated on the drawings/maps in Appendix B

2.6. Facility Cleaning. The Contractor shall clean shelters, play ground equipment, picnic tables, fish cleaning / bait stations, and benches, three times a week on Mondays, Wednesdays, and Fridays, during the regular visitor season (March 15th through October 31st). During the off-season (1 January through 14 March and 1 November thru 31 December), these facilities shall be cleaned weekly on Mondays.

Fire-rings and bar-be-ques shall be emptied of all un-burnt materials, and the grills wire brushed clean each Monday of each week throughout the Contract year. If a fire ring or bar-be-que is in use on a scheduled cleaning day, then it shall be cleaned as soon as possible after that use and only when the burning contents have cooled off. The cooled contents shall be disposed of in the Debris Basin burn pile.

2.7. Road Shoulders. The Contractor shall police Project Roads as designated in Appendix B, Drawings #1. and #14.

2.7.1. For the purpose of litter pickup, the work area boundary shall extend 10 feet from the edges of asphalt or graveled roadways, or from the edge of any trail where a trail abuts the roadway.

2.7.2. Vegetation shall be cleared 3 feet from the edge of all asphalt roads, and 1 foot from the edge of trails that abut Project roads. Where a guard-rail is in place along a stretch of roadway, no vegetation shall encroach over the top of the guard-rail. Where a ditch is defined along a roadway, all vegetation shall be removed within the ditch. If rock is used to cover the ditch to prevent erosion, all disturbed rock will be replaced in its original position after vegetation is removed.

2.8. North and South Shore Trail Systems. The Contractor shall police Project Trails as designated in Appendix B, Drawings #3 and #15. The North Shore Trail is an 8 foot wide asphalt trail which is approximately 12,000 lineal feet in length. The South Shore Trail is a gravel surfaced trail which is approximately 4000 lineal feet in length.

2.8.1. Litter Pickup. For the purpose of litter pickup, the work area boundary shall extend 10 feet from the edges of the surface of the trails.

2.8.2. Vegetation Removal. In order to provide safe and clear hiking and/or biking trails, all vegetation shall be trimmed and removed so as not to encroach over the outside edges of the asphalt or gravel surfaced trails. All vegetation growing within the established trail bed shall be removed.

2.9. Repair Damaged Areas. Areas damaged by Contractor vehicles or equipment shall be seeded, sprigged, or sodded to meet the standards of surrounding areas. Other than lawn areas will be repaired to match the surrounding area.

2.10. Fertilizer Application. The Contractor shall perform an effective commercial Fertilizer Application Program for all improved grounds. Approved fertilizers and additives shall be applied in accordance with the manufacturer's instructions. The type and amount fertilizer, or additives applied, shall be dictated by the Government. Costs associated with the purchase of prescribed fertilizers and additives, is borne by the Contractor. Fertilization shall occur the first weeks of May, July, and September.

2.11. Aerate Soil. The Contractor shall aerate soil on approximately 2.0 acres of improved grounds to maintain grounds in a healthy state. This shall be done during the first week of May and the first week of September. The type of aerator used shall be approved by the Government prior to its use.

2.12. labyrinth Water Feature. The Contractor shall be responsible for the daily operation and maintenance of the labyrinth's two ponds and waterfalls during its season of operation. The skimmer pump screens (total of 4) shall be cleaned a minimum of once daily, surface algae and string algae shall be netted and removed a minimum of twice a week. The ponds shall be chemically treated to help control algae growth at specific intervals as directed by the Government.

Chemicals and mechanical filtration materials used to operate and maintain the water feature will be supplied by the Government. Alternative methods of algae control must be approved by the Government prior to implementation.

3.0. EMERGENCY AND SPECIAL EVENT SERVICES. Upon notification by the Contracting Officer's Representative through the issuance of a delivery order, the Contractor shall perform emergency or special event grounds maintenance required in areas covered under this contract. Upon notification of an emergency, the contract manager shall respond within two (2) hours to meet with the Contracting Officer and/or Contracting Officer's Representative and initiate emergency services. Upon receiving official directions, Contractor personnel shall begin emergency work within two hours. The Contracting Officer's Representative will notify the Contractor as soon as a special event requirement is known, but no less than 24 hours prior to the event.

4.0. MAINTAIN SEMI-IMPROVED GROUNDS. For the purpose of this Contract, unless otherwise depicted in the attached Drawings, all area within the defined Work Area Boundary shall be considered to be Semi-Improved Grounds.

4.1. Mowing/Weed-eating of Semi-Improved Grounds. Grass cutting shall be accomplished on approximately 8.0 acres of semi-improved grounds as indicated on the drawings/maps in Appendix B. Contractor shall maintain grass on semi-improved grounds as set forth on the drawings/maps in Appendix B from 4 to 14 inches in height. The Contractor must submit the schedule for approval within 10 days of the start of the contract.

4.2. Perform Vegetation Control. The Contractor shall maintain selected semi-improved grounds to prevent fire hazards or for security reasons. Vegetation free clearance around buildings and fences shall be a minimum of 2 ft except for existing grass and established flower/shrub beds. Vegetation in these areas, shown on the drawings/maps in Appendix B, shall be removed or eradicated manually or mechanically, but not chemically.

4.3. Maintain Irrigation Systems. The Contractor shall be responsible for the management and operation of all water control devices (Valves), and minor maintenance/repairs to irrigation systems standpipes, sprinkler heads, drip line emitters, and bubblers. The Contractor shall ensure that all systems are in good working order and in operating condition at all times. Should a problem arise that requires more extensive work than is outlined above, the Contractor shall immediately notify the Contracting Officer's Representative. Appendix B, drawing # 18 indicates the irrigation systems for the Right and Left Terraces

4.3.1 Irrigation of Left and Right Terraces: The services to be performed shall consist of irrigating the terraces below Chief Joseph Dam. Installed on each terrace is an underground irrigation system with valves for each line of sprinklers (Left has 24 and the Right has 33). The Contractor shall be responsible for turning on each line according to a set procedure established by the Government. The Contractor shall remain at the site for a minimum of 15 minutes to ensure that all sprinklers are functioning properly when each set is energized. It is the Contractor's responsibility to clean and/or

replace a sprinkler head that is not functioning properly. See Appendix B, Drawing # 18, for the established procedure and a drawing with valve locations and identifications. A five (5) day advanced notice to irrigate will be given the Contractor each time irrigation is required.

4.4. Maintain Trees/Shrubs/Hedges.

4.4.1. Trimming/Pruning. Contractor shall prune trees in improved and semi-improved areas on a 3 to 5 year pruning cycle. The number of trees and shrubs include, but are not limited to, the number of trees and shrubs shown on the drawings/maps in Appendix B.

Pruning shall be accomplished in accordance with industry (ANSI Z133.1 - 1994) standards. Class II medium pruning shall be used in general on all trees. Class IV pruning shall be used only for lifting, removal, and/or cutback of branches that conflict with normal traffic or safety in the vicinity of the trees. Minimum safety clearance is 14 feet over streets, 12 feet over driveways, 8 feet over walk areas, and 4 feet from buildings. Other trees shall be pruned on an as-required basis to provide safety, clearances and/or to prevent structural damage. Topping and de-horning shall not be permitted. The Contractor shall notify the Government when trimming/pruning around utility poles/power lines is needed. Shrubs, small trees, and other plants shall be maintained according to the American Society of Landscape Architect's standards. They shall be pruned as required to maintain their natural growth characteristics.

Shrubs and small trees shall be trimmed and pruned to enhance the beauty and health of the plant. Hedges shall be maintained to their natural mature height and shape. Broadleaf evergreens and flowerbeds shall be pruned annually or as required during the growing season in order to maintain a neat and uniform appearance

4.4.2. Maintain Bedding and Planted Areas. Fertilize, edge, eliminate weeds, maintain mulch, and repair or replace damaged plants in shrub and plant beds as identified in drawings/maps in Appendix B. All weeds shall be removed or eradicated manually or mechanically, but not chemically.

4.4.3. Insecticide Application. The Contractor shall notify the Government when suspected damage to trees and shrubs is caused by insects. Identification of the type of insect(s) will be established and the proper insecticide applied to eradicate and prevent further damage.

5.0. GENERAL GROUNDS MAINTENANCE SERVICE HOURS. The actual services and the locations where the work will be performed within this bid item will be decided upon by the Government on an as needed basis. The services shall include those already listed in this contract and will be used in addition to or as supplemental jobs. These services shall also include others within the broad range of grounds maintenance including but not limited to sweeping, planting, bed preparation, weed removal, leaf removal, tree removal, pruning, etc. If certain consumables are needed for this service, such as grass seed, plants, bedding materials, straw, etc. These consumables shall be furnished by the Government. Equipment such as gas and oil, trash bags, etc, shall be furnished by the Contractor as it is with all other services routinely performed under the provisions of this Contract .

The locations of these services shall include those areas already on this contract, as well as the broad area shown on the Project Overview Map. As a guide, the Contractor shall be given 7 days to

complete jobs of 10 hours duration or less, and 14 days to complete jobs of greater than 10 hours duration.

6.0. SERVICE DELIVERY SUMMARY.

6.1. The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	SOW Para	Performance Threshold
Maintain Improved and Semi-Improved Grounds Grass is maintained within proper height for its area. Sod does not need to be replaced. Sod is healthy and looks well maintained.	2.0. and 3.0.	Customer complaints shall not exceed 5 per month.
Maintain Trees, Shrubs, Broadleaf Evergreens, Hedges, and Perennial Flowers Trees, plants, hedges, flowers, flourish and do not need to be replaced. They have adequate drainage and mulch. They do not show any sign of disease or pests and appear healthy. They are pruned properly and in a timely manner. They are trimmed properly. Bedding are mulched and free of weeds, grass, and debris. Fertilizer and soil amendments are applied. Soil is aerated;	4.4.1. thru 4.4.3	Customer complaints shall not exceed 5 per month.
Police Grounds of Trash and Litter Grounds are free of trash and litter.	2.5. and 2.7.	Customer complaints shall not exceed 3 per month.

Facility Cleaning Cleaning of picnic tables, BBQ grills, bait cutting stations and benches.	2.6.	Customer complaints shall not exceed 3 per month.
North and South Shore Trails Litter pickup and vegetation removal	2.8.	Customer complaints shall not exceed 3 per month.
Labyrinth Water Feature Day to day operation and maintenance of Ponds and waterfalls	2.12.	Customer complaints shall not exceed 3 per month.
Maintain Irrigation Systems and replace parts Irrigation systems function properly	2.2. and 4.3	Customer complaints shall not exceed 2 per month
Emergency and Special Events Special or emergency events are accomplished in accordance with the task or delivery order.	3.0.	Work required by an order is satisfactorily completed 100% of the time.

7.0 GENERAL INFORMATION.

7.1. Quality Control. The Contractor shall develop and maintain a quality program to ensure grounds maintenance services are performed with commonly accepted commercial practices. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. As a minimum the Contractor shall develop quality control procedures addressing the areas identified in Section 6., Service Delivery Summary.

7.2. Quality Assurance. The government will periodically evaluate the contractor's performance in accordance with the Quality Assurance Surveillance Plan.

7.3. Government Remedies. The Contracting Officer shall follow FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 1997), for contractor's failure to perform satisfactory services or failure to correct non-conforming services.

7.4. Hours of Operation. 6:00am thru 5:00pm daily except for irrigation work. Irrigation work is assigned as needed between 6 hour and 12 hour durations per set. Work logs produced by the

Contractor and accepted by the Government shall be turned in daily describing what work had been completed and/or is ongoing. Any comments or concerns of the Contractor shall be noted on the daily logs.

7.5. Security and Identification Requirements.

7.5.1 All vehicles used in the performance of this contract shall prominently display company identification. Letters for company identification shall be a minimum of 2 inches tall and easily distinguishable.

7.5.2 The Contractor shall provide and maintain an up-to-date list of all employees who are working under this contract. New employees must submit a completed SF-86. All workers on this contract shall be required to obtain an official contractor identification card within 30 days of the beginning of the contract or, for subsequent hires, within 30 days of their employment on this contract. The Government exercises the right to change security measures as needed. The Government will notify the Contractor as soon as possible of any changes or restrictions that may directly or indirectly affect the work to be performed under the terms of this contract. Employees are required to wear their Government ID so that it is visible while on the Project.

7.5.3 Each employee shall maintain a clean, neat, and well-groomed appearance. All workers must wear a uniform consisting of long trousers, safety shoes, and a shirt with nametag that includes company identification and the employee's complete name.

7.5.4 The Contractor shall establish and implement adequate methods of ensuring that all keys issued the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. If the keys are lost or duplicated by the Contractor, the direct cost of replacing or recoding will be borne by the Contractor. The Contractor shall report the occurrence of a lost key immediately to the quality assurance person. Each lost or destroyed key will result in a minimum deduction of \$125.00 per key.

7.5.5 It is the responsibility of the Contractor to prohibit the use of keys issued by the Government by any other person other than Contractor's employees. The Contractor shall prohibit the opening of locked areas by the Contractor's employees to permit entrance of persons other than the Contractor's employees engaged in the performance of assigned work in those areas. All keys issued the Contractor shall be returned to the Government issuing officer before final payment will be made on this contract.

8.0. SAFETY

8.1. The Contractor shall comply with applicable OSHA and WISHA standards as well as the Corps of Engineers Safety Requirement Manual, EM 385-1-1. This publication is available at the following address: <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm> The OSHA standards are subject to change and such changes may affect the Contractor's performance

during the contract period. It is the Contractor's responsibility to be knowledgeable of and to comply with such changes.

8.2. Prior to commencement of work, the Contractor shall furnish the Contracting Officer a written plan relative to the administration of his/her overall safety program (reference section 01.A of EM385-1-1). The plan must address policies and procedures for a safe operation in accordance with applicable provisions of OSHA and EM385-1-1. The plan should include, but is not limited to, provisions for orientation and training of employees, employee responsibility for working safely, equipment maintenance and use, public safety, and job hazard analyses on each specific task expected of Contractor. The hazard analysis will identify and evaluate hazards and outline proposed methods and techniques to minimize those hazards.

9.0. PAYMENT FOR SERVICES RENDERED

9.1. An invoice, defined as a written request for payment under the contract for services rendered, shall be submitted to the COR and shall include the following:

- a. Invoice date.
- b. Name of Contractor.
- c. Time frame covered by invoice.
- d. Contract number (including order number, if any), contract line item number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total.
- e. Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment).

9.2. Payments will be made only for actual services satisfactorily completed under this SOW. Separate payment will not be made for time spent in planning, mobilizing or performing administrative work.

9.3. The total number of hours worked by all Contractor employees shall be submitted in conjunction with the monthly invoice for the purposes of safety data. If the total hours are not submitted, payment will be delayed until the COR receives such information.

10.0. APPENDICES.

A. Estimated Workload Data

B. Maps and/or Site Plans

APPENDIX A

ESTIMATED WORKLOAD DATA

ITEM	NAME	ESTIMATED QUANTITY	
1	Improved Grounds	8.0	Acres
2	Semi-improved Grounds(Include Unimproved Grounds)	18.0	Acres
3	Vegetation Control	18.0	Acres
4	Edging	60,000	Lineal Feet
5	Trimming	10.0	Acres
6	Prune trees	18.0	Acres
7	Roads	Approx. 18	Miles
8	Irrigation systems	40.0	Acres
9	Police grounds	18.0	Acres
10	Aerate, Fertilize and add soil amendments	2.0	Acres
11	Facility cleaning	Approx. 100	Units
12	Special events and emergencies	Min. of 2 Special Events	Annually

APPENDIX B

MAPS, DRAWINGS, AND/OR SITE PLANS

Each area within the Project's boundary is represented by it's own drawing of that particular area. See Below:

- 1. Project Roads, South Shore**
- 2. Brandt's Landing**
- 3. Upstream Boat Ramp, Willow Flats, & Debris Basin**
- 4. South Viewpoint**
- 5. Administration Building**
- 6. Project Entrance & Commons**
- 7. Employee Parking**
- 8. West End of Powerhouse**
- 9. VC and Spillway Training Wall**
- 10. Orientation Area**
- 11. Lower Spillway**
- 12. North Viewpoint**
- 13. Spillway Viewpoint**
- 14. Project Roads, North Shore**
- 15. Project Trails, North Shore**
- 16. Gravel Pit**
- 17. Gauging Station**
- 18. Irrigation for Right and Left Terraces**
- 19. Security Fences**
- 20. Project Overview**

Note: The above drawings are colored and require a color printer to be able to adequately identify what is required under the provisions of this Contract.

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082433 25207194KF003200 NA 96453
 COST 000000000000
 CODE:
 AMOUNT: \$49,585.50

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.217-8	Option To Extend Services	NOV 1999
52.232-18	Availability Of Funds	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

- _X_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- _X_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _X_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ____ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ____ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ____ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ____ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ____ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ____ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ____ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ____ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (OCT 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- ____ (ii) Alternate I (JAN 2004) of 52.225-3.
- ____ (iii) Alternate II (JAN 2004) of 52.225-3.
- ____ (25) 52.225-5, Trade Agreements (OCT 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ____ (26) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- ____ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ____ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- _X_ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this

contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far> or <http://farsite.hill.af.mil>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

- _____ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
- _____ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10.U.S.C. 2533a).
- _____ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
- _____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
- _____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (_____Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).
- _____ 252.225-7021 Trade Agreements (DEC 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- _____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- _____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- _____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (DEC 2004) (_____Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- _____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
- _____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- _____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- _____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- _____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
- _____ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- _____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____Alternate I) (MAR 2000) (_____Alternate II) (MAR 2000) (_____Alternate III (May 2002).
- _____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

SERVICE WAGE RATES

BRS Document Viewer

WAGE DETERMINATION NO: 94-2565 REV (21) AREA: WA,SPOKANE

WAGE DETERMINATION NO: 94-2565 REV (21) AREA: WA,SPOKANE

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL	
	WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2565
Director	Wage Determinations	Revision No.: 21
		Date Of Last Revision: 09/02/2004

State: Washington

Area: Washington Counties of Adams, Asotin, Chelan, Columbia, Douglas, Ferry, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Whitman

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	
10.10	
01012 - Accounting Clerk II	
11.35	
01013 - Accounting Clerk III	
13.30	
01014 - Accounting Clerk IV	
15.26	
01030 - Court Reporter	
14.39	
01050 - Dispatcher, Motor Vehicle	
13.63	
01060 - Document Preparation Clerk	
11.74	
01070 - Messenger (Courier)	
9.56	
01090 - Duplicating Machine Operator	
11.74	
01110 - Film/Tape Librarian	
11.90	
01115 - General Clerk I	
7.82	
01116 - General Clerk II	
8.81	
01117 - General Clerk III	
11.96	

01118 - General Clerk IV
13.43
01120 - Housing Referral Assistant
16.65
01131 - Key Entry Operator I
10.60
01132 - Key Entry Operator II
13.15
01191 - Order Clerk I
10.36
01192 - Order Clerk II
11.59
01261 - Personnel Assistant (Employment) I
11.87
01262 - Personnel Assistant (Employment) II
13.34
01263 - Personnel Assistant (Employment) III
14.85
01264 - Personnel Assistant (Employment) IV
17.22
01270 - Production Control Clerk
16.26
01290 - Rental Clerk
10.26
01300 - Scheduler, Maintenance
12.90
01311 - Secretary I
12.90
01312 - Secretary II
14.39
01313 - Secretary III
16.65
01314 - Secretary IV
20.51
01315 - Secretary V
22.05
01320 - Service Order Dispatcher
16.84
01341 - Stenographer I
11.48
01342 - Stenographer II
12.90
01400 - Supply Technician
18.89
01420 - Survey Worker (Interviewer)
10.54
01460 - Switchboard Operator-Receptionist
10.47
01510 - Test Examiner
14.39
01520 - Test Proctor
14.39

01531 - Travel Clerk I
10.58
01532 - Travel Clerk II
11.12
01533 - Travel Clerk III
11.90
01611 - Word Processor I
10.99
01612 - Word Processor II
12.34
01613 - Word Processor III
13.78
03000 - Automatic Data Processing Occupations
03010 - Computer Data Librarian
12.23
03041 - Computer Operator I
12.23
03042 - Computer Operator II
14.68
03043 - Computer Operator III
17.71
03044 - Computer Operator IV
19.66
03045 - Computer Operator V
21.79
03071 - Computer Programmer I (1)
16.48
03072 - Computer Programmer II (1)
20.51
03073 - Computer Programmer III (1)
24.42
03074 - Computer Programmer IV (1)
27.62
03101 - Computer Systems Analyst I (1)
25.63
03102 - Computer Systems Analyst II (1)
27.62
03103 - Computer Systems Analyst III (1)
27.62
03160 - Peripheral Equipment Operator
13.16
05000 - Automotive Service Occupations
05005 - Automotive Body Repairer, Fiberglass
19.22
05010 - Automotive Glass Installer
15.17
05040 - Automotive Worker
15.17
05070 - Electrician, Automotive
16.49
05100 - Mobile Equipment Servicer
14.34

05130 - Motor Equipment Metal Mechanic
16.49
05160 - Motor Equipment Metal Worker
15.17
05190 - Motor Vehicle Mechanic
16.58
05220 - Motor Vehicle Mechanic Helper
13.03
05250 - Motor Vehicle Upholstery Worker
14.34
05280 - Motor Vehicle Wrecker
15.17
05310 - Painter, Automotive
15.82
05340 - Radiator Repair Specialist
15.17
05370 - Tire Repairer
13.22
05400 - Transmission Repair Specialist
16.49
07000 - Food Preparation and Service Occupations
(not set) - Food Service Worker
8.39
07010 - Baker
10.52
07041 - Cook I
9.08
07042 - Cook II
10.43
07070 - Dishwasher
8.23
07130 - Meat Cutter
14.22
07250 - Waiter/Waitress
8.41
09000 - Furniture Maintenance and Repair Occupations
09010 - Electrostatic Spray Painter
15.81
09040 - Furniture Handler
12.67
09070 - Furniture Refinisher
15.81
09100 - Furniture Refinisher Helper
13.02
09110 - Furniture Repairer, Minor
14.33
09130 - Upholsterer
15.81
11030 - General Services and Support Occupations
11030 - Cleaner, Vehicles
8.69
11060 - Elevator Operator
8.98

11090 - Gardener
11.36
11121 - House Keeping Aid I
8.36
11122 - House Keeping Aid II
8.91
11150 - Janitor
10.03
11210 - Laborer, Grounds Maintenance
11.01
11240 - Maid or Houseman
8.36
11270 - Pest Controller
10.22
11300 - Refuse Collector
8.73
11330 - Tractor Operator
11.86
11360 - Window Cleaner
10.51
12000 - Health Occupations
12020 - Dental Assistant
17.50
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver
15.63
12071 - Licensed Practical Nurse I
13.51
12072 - Licensed Practical Nurse II
15.17
12073 - Licensed Practical Nurse III
16.97
12100 - Medical Assistant
11.91
12130 - Medical Laboratory Technician
14.18
12160 - Medical Record Clerk
9.77
12190 - Medical Record Technician
13.54
12221 - Nursing Assistant I
8.21
12222 - Nursing Assistant II
9.22
12223 - Nursing Assistant III
10.07
12224 - Nursing Assistant IV
11.29
12250 - Pharmacy Technician
13.17
12280 - Phlebotomist
12.93
12311 - Registered Nurse I
16.68

12312 - Registered Nurse II
20.39
12313 - Registered Nurse II, Specialist
20.39
12314 - Registered Nurse III
24.68
12315 - Registered Nurse III, Anesthetist
24.68
12316 - Registered Nurse IV
29.57
13000 - Information and Arts Occupations
13002 - Audiovisual Librarian
18.07
13011 - Exhibits Specialist I
15.97
13012 - Exhibits Specialist II
19.79
13013 - Exhibits Specialist III
24.19
13041 - Illustrator I
15.97
13042 - Illustrator II
19.79
13043 - Illustrator III
24.19
13047 - Librarian
21.91
13050 - Library Technician
13.27
13071 - Photographer I
12.91
13072 - Photographer II
14.45
13073 - Photographer III
17.06
13074 - Photographer IV
20.80
13075 - Photographer V
25.25
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations
15010 - Assembler
7.91
15030 - Counter Attendant
7.91
15040 - Dry Cleaner
9.66
15070 - Finisher, Flatwork, Machine
7.91
15090 - Presser, Hand
7.91
15100 - Presser, Machine, Drycleaning
7.91

15130 - Presser, Machine, Shirts
7.91
15160 - Presser, Machine, Wearing Apparel, Laundry
7.91
15190 - Sewing Machine Operator
10.24
15220 - Tailor
10.82
15250 - Washer, Machine
8.49
19000 - Machine Tool Operation and Repair Occupations
19010 - Machine-Tool Operator (Toolroom)
16.06
19040 - Tool and Die Maker
18.91
21000 - Material Handling and Packing Occupations
21010 - Fuel Distribution System Operator
17.29
21020 - Material Coordinator
16.67
21030 - Material Expediter
16.26
21040 - Material Handling Laborer
11.50
21050 - Order Filler
12.83
21071 - Forklift Operator
14.49
21080 - Production Line Worker (Food Processing)
14.49
21100 - Shipping/Receiving Clerk
11.93
21130 - Shipping Packer
13.04
21140 - Store Worker I
10.63
21150 - Stock Clerk (Shelf Stocker; Store Worker II)
12.97
21210 - Tools and Parts Attendant
14.77
21400 - Warehouse Specialist
14.77
23000 - Mechanics and Maintenance and Repair Occupations
23010 - Aircraft Mechanic
19.35
23040 - Aircraft Mechanic Helper
15.08
23050 - Aircraft Quality Control Inspector
20.13
23060 - Aircraft Servicer
16.83
23070 - Aircraft Worker
17.80

23100 - Appliance Mechanic
15.81
23120 - Bicycle Repairer
13.21
23125 - Cable Splicer
18.95
23130 - Carpenter, Maintenance
18.40
23140 - Carpet Layer
17.43
23160 - Electrician, Maintenance
20.13
23181 - Electronics Technician, Maintenance I
18.83
23182 - Electronics Technician, Maintenance II
20.55
23183 - Electronics Technician, Maintenance III
21.48
23260 - Fabric Worker
16.48
23290 - Fire Alarm System Mechanic
19.17
23310 - Fire Extinguisher Repairer
15.73
23340 - Fuel Distribution System Mechanic
19.94
23370 - General Maintenance Worker
15.16
23400 - Heating, Refrigeration and Air Conditioning Mechanic
18.13
23430 - Heavy Equipment Mechanic
19.98
23440 - Heavy Equipment Operator
21.79
23460 - Instrument Mechanic
18.95
23470 - Laborer
10.02
23500 - Locksmith
18.18
23530 - Machinery Maintenance Mechanic
18.68
23550 - Machinist, Maintenance
16.48
23580 - Maintenance Trades Helper
13.02
23640 - Millwright
16.57
23700 - Office Appliance Repairer
18.53
23740 - Painter, Aircraft
15.94

23760 - Painter, Maintenance
15.81
23790 - Pipefitter, Maintenance
22.33
23800 - Plumber, Maintenance
20.38
23820 - Pneudraulic Systems Mechanic
19.17
23850 - Rigger
18.95
23870 - Scale Mechanic
17.62
23890 - Sheet-Metal Worker, Maintenance
16.48
23910 - Small Engine Mechanic
15.16
23930 - Telecommunication Mechanic I
18.13
23931 - Telecommunication Mechanic II
18.85
23950 - Telephone Lineman
18.95
23960 - Welder, Combination, Maintenance
16.48
23965 - Well Driller
16.48
23970 - Woodcraft Worker
20.70
23980 - Woodworker
15.73
24000 - Personal Needs Occupations
24570 - Child Care Attendant
9.01
24580 - Child Care Center Clerk
12.18
24600 - Chore Aid
8.46
24630 - Homemaker
15.72
25000 - Plant and System Operation Occupations
25010 - Boiler Tender
19.23
25040 - Sewage Plant Operator
20.04
25070 - Stationary Engineer
19.23
25190 - Ventilation Equipment Tender
14.77
25210 - Water Treatment Plant Operator
20.04
27000 - Protective Service Occupations
(not set) - Police Officer
24.38

27004 - Alarm Monitor
13.82
27006 - Corrections Officer
22.19
27010 - Court Security Officer
23.18
27040 - Detention Officer
22.19
27070 - Firefighter
20.01
27101 - Guard I
11.04
27102 - Guard II
15.88
28000 - Stevedoring/Longshoremen Occupations
28010 - Blocker and Bracer
16.10
28020 - Hatch Tender
16.10
28030 - Line Handler
16.10
28040 - Stevedore I
15.81
28050 - Stevedore II
17.98
29000 - Technical Occupations
21150 - Graphic Artist
20.78
29010 - Air Traffic Control Specialist, Center (2)
30.50
29011 - Air Traffic Control Specialist, Station (2)
21.03
29012 - Air Traffic Control Specialist, Terminal (2)
23.16
29023 - Archeological Technician I
14.84
29024 - Archeological Technician II
16.64
29025 - Archeological Technician III
20.57
29030 - Cartographic Technician
20.57
29035 - Computer Based Training (CBT) Specialist/ Instructor
25.63
29040 - Civil Engineering Technician
19.61
29061 - Drafter I
13.25
29062 - Drafter II
14.77
29063 - Drafter III
16.60

29064 - Drafter IV
20.57
29081 - Engineering Technician I
12.15
29082 - Engineering Technician II
13.56
29083 - Engineering Technician III
15.23
29084 - Engineering Technician IV
18.89
29085 - Engineering Technician V
23.03
29086 - Engineering Technician VI
27.95
29090 - Environmental Technician
19.50
29100 - Flight Simulator/Instructor (Pilot)
27.62
29160 - Instructor
20.20
29210 - Laboratory Technician
18.30
29240 - Mathematical Technician
18.95
29361 - Paralegal/Legal Assistant I
13.75
29362 - Paralegal/Legal Assistant II
17.82
29363 - Paralegal/Legal Assistant III
21.74
29364 - Paralegal/Legal Assistant IV
26.37
29390 - Photooptics Technician
18.49
29480 - Technical Writer
21.64
29491 - Unexploded Ordnance (UXO) Technician I
19.38
29492 - Unexploded Ordnance (UXO) Technician II
23.45
29493 - Unexploded Ordnance (UXO) Technician III
28.11
29494 - Unexploded (UXO) Safety Escort
19.38
29495 - Unexploded (UXO) Sweep Personnel
19.38
29620 - Weather Observer, Senior (3)
18.75
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)
16.88
29622 - Weather Observer, Upper Air (3)
16.88
31000 - Transportation/ Mobile Equipment Operation Occupations

31030 - Bus Driver
16.43
31260 - Parking and Lot Attendant
8.20
31290 - Shuttle Bus Driver
11.02
31300 - Taxi Driver
11.19
31361 - Truckdriver, Light Truck
11.02
31362 - Truckdriver, Medium Truck
17.52
31363 - Truckdriver, Heavy Truck
16.95
31364 - Truckdriver, Tractor-Trailer
16.95
99000 - Miscellaneous Occupations
99020 - Animal Caretaker
8.55
99030 - Cashier
9.18
99041 - Carnival Equipment Operator
9.74
99042 - Carnival Equipment Repairer
10.25
99043 - Carnival Worker
8.12
99050 - Desk Clerk
9.01
99095 - Embalmer
19.38
99300 - Lifeguard
10.19
99310 - Mortician
19.38
99350 - Park Attendant (Aide)
12.79
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)
10.79
99500 - Recreation Specialist
12.48
99510 - Recycling Worker
10.04
99610 - Sales Clerk
11.55
99620 - School Crossing Guard (Crosswalk Attendant)
10.87
99630 - Sport Official
10.19
99658 - Survey Party Chief (Chief of Party)
17.70
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)
13.54

99660 - Surveying Aide
 9.89
 99690 - Swimming Pool Operator
 10.32
 99720 - Vending Machine Attendant
 10.76
 99730 - Vending Machine Repairer
 12.36
 99740 - Vending Machine Repairer Helper
 10.76

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service

includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

(A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic

rate for each hour of Sunday work which is not overtime (i.e. occasional work on

Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees

employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance

operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that

represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials

which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the

like; minimal damage to immediate or adjacent work area or equipment being used. All

operations involving, unloading, storage, and hauling of ordnance, explosive, and

incendiary ordnance material other than small arms ammunition. These differentials

are only applicable to work that has been specifically designated by the agency for

ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or

local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:
The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination.

Such

conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444

should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure

that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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